

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	07/08/1996		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gary Hansen, Anthony Kane, Burton S. Rosky, Trustees		07/08/1996	TRUSTEE:
RECEIVING PARTY DATA			
Name:	Gary Hansen, Rodney C. Sacks, trustees		
Street Address:	2401 East Katella Avenue		
Internal Address:	Suite 650		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92806		
Entity Type:	TRUSTEE:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1258779	HANSEN'S NATURAL SODA	
Registration Number:	1258780	HANSEN'S	
Registration Number:	1253907	GRAPEFRUIT HANSEN'S NATURAL SODA	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Diane M. Reed		
Address Line 1:	2040 Main Street		
Address Line 2:	14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		

CH \$90.00 1258779

900060291

TRADEMARK
REEL: 003410 FRAME: 0023

ATTORNEY DOCKET NUMBER:	HANBEV.033T
NAME OF SUBMITTER:	Diane M. Reed
Signature:	/Diane M. Reed/
Date:	10/16/2006
<p>Total Attachments: 5 source=HANBEV.033T trust 1996 assignment#page1.tif source=HANBEV.033T trust 1996 assignment#page2.tif source=HANBEV.033T trust 1996 assignment#page3.tif source=HANBEV.033T trust 1996 assignment#page4.tif source=HANBEV.033T trust 1996 assignment#page5.tif</p>	

**AMENDMENT NO. 1 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

This Amendment No. 1 to Agreement of Trust made as of the 8th day of July, 1996, by and among HANSEN'S JUICES, INC., a California corporation ("HJI"), and HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC"), as the grantors/beneficiaries (collectively, the "Grantors") and GARY HANSEN, ANTHONY KANE and BURTON S. ROSKY, as trustees (collectively, the "Trustees").

W I T N E S S E T H :

WHEREAS, the Grantors and the Trustees are parties to that certain Agreement of Trust of the Hansen's Trust dated as of July 27, 1992 (the "Trust Agreement") pursuant to which the Trust was established;

WHEREAS, the Grantors and the Trustees desire to amend the Trust Agreement upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Trust Agreement.
2. Schedule A to the Trust Agreement setting forth the Trademarks is hereby amended and restated in the form of Amended and Restated Schedule A annexed hereto.

3. To the extent, if any, that they have not already done so, the Grantors agree to, and hereby do, sell, assign and transfer to the Trustees on behalf of the Trust, the entirety of their past, present and future right, title and interest in and to the Trademarks, including, without limitation, their entire right, title and interest in and to: (a) any and all trademarks, whether or not registered at any time in the United States Patent and Trademark Office, that incorporate or are now or hereafter may be comprised of, in whole or in part, the word "Hansen's" (or any expression, composite, derivation or variation thereof), howsoever presented in any manner, medium or design; (b) any and all currently pending and future applications relating to any of the Trademarks; (c) any and all registrations for any of the Trademarks upon their issuance, in all of their forms and for all uses; and (d) any and all associated artwork, labels, trade dress and package designs, together with the goodwill of the business associated with any and all of the Trademarks or any aspect thereof (as set forth in the above subparagraphs 3.(a) through 3.(d)), and any and all past, present and future claims demands, and causes of action based thereon.

4. Effective upon the execution of this Amendment, the number of Trustees acting under the Trust Agreement shall be two, one of which shall be designated by HJI or its successors or assigns and one of which shall be designated by HBC or its successors or assigns. The initial designee of HJI shall be Gary Hansen and the initial designee of HBC shall be Rodney C. Sacks. Each of HJI and HBC and their respective successors and assigns shall have the right to designate a replacement Trustee at any time by giving written notice to the other party. Any action by the Trustees shall require the approval of both Trustees. No bond or other security shall be required of the Trustees or

any successor appointed as herein provided. By their execution of this Amendment, Burton S. Rosky and Anthony Kane resign as Trustees.

5. Paragraph 8 of the Trust Agreement is hereby deleted in its entirety.

6. All notices to be given to HBC or Rodney C. Sacks in his capacity as Trustee shall be addressed as follows:

Hansen Beverage Company
2401 East Katella Avenue
Suite 650
Anaheim, CA 92806
Attention: Chairman
Telecopy: (714) 634-4272

with a copy to:

Benjamin M. Polk, Esq.
Whitman Breed Abbott & Morgan
200 Park Avenue
27th Floor
New York, New York 10166
Telecopy: (212) 351-3131

7. In the event of any conflicts or inconsistencies between the provisions of this Amendment and the Trust Agreement, the provisions of this Amendment shall control.

8. All other terms of the Trust Agreement shall remain in full force and effect to the extent not conflicting or inconsistent with the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
duly executed as of the date first above written.

GRANTORS:

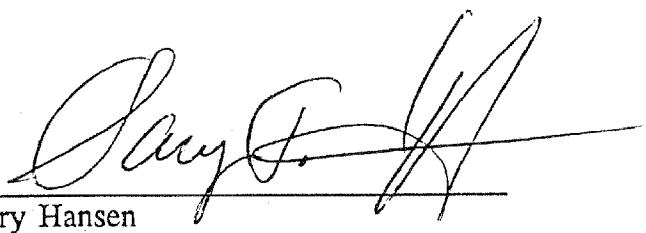
TRUSTEES:

Hansen's Juices, Inc.

By: 

Name:

Title: *PRESIDENT*

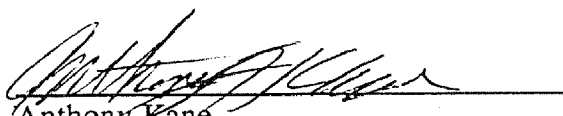

Gary Hansen

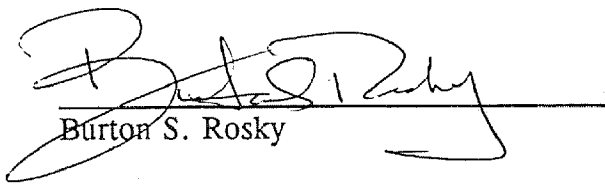
Hansen Beverage Company

By: 

Name:

Title: *Chairman*


Anthony Kane


Burton S. Rosky

**AMENDED AND RESTATED SCHEDULE A
TO
AMENDMENT NO. 1 TO AGREEMENT OF TRUST
OF THE
HANSEN'S TRUST**

1. The following trademarks which are registered in the United States

Patent and Trademark Office, as set forth below:

<u>Trademark</u>	<u>U.S. Trademark Registration No.</u>
Hansen's	1,258,780
Hansen's Natural Soda	1,258,779
Grapefruit Hansen's Natural Soda	1,253,907
Mandarin Lime Hansen's Natural Soda	1,253,037
Lemon-Lime Hansen's Natural Soda	Cancelled

2. All other trademarks, whether or not registered in the United States

Patent and Trademark Office, which use or incorporate the word "Hansen's" alone or in conjunction with any other word or words or descriptive term or which use or incorporate the word "Smoothie" in conjunction with any other word or words or descriptive term. The foregoing does not include any trademarks which are registered or registerable independent of and do not include the word "Hansen's" or the word "Smoothie" (the "Other Trademarks"). The Other Trademarks may be used on any product or packaging on or in which the word "Hansen's" or the word "Smoothie" is also used and such use shall not detract from or in any way affect any of the rights or obligations of the Hansen's Trust, Hansen Beverage Company and Hansen's Juices, Inc. with respect to the Trademarks.

